

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

सत्यामेव जयते

भारत INDIA  
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

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SB 175198

दस्तावा प्रकार / अनुच्छेद क्रमांक

(Nature of Document / Article No.) कार्यालयीन कामकाज

दस्त नोंदणी करणार आहेत का? (Whether it is to be Registered)

नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नाव

(If Registrable Name of S.R.O.)

मिळकतीचे वर्णन

(Property Description in brief)

मोबदला रक्कम

(Consideration Amount)

मुद्रांक विकत घेणाऱ्याचे नाव

नालुका कृषी अधिकारी

(Stamp Purchase's Name)

रा. कुकुम, ता. कुळशी तालुका

दुसऱ्या पक्षकाराचे नाव

(Name of the other party)

हस्ते असल्यास त्यांचे नाव व पत्ता

(If through other person then Name & Address)

मुद्रांक शुल्क रक्कम (Stamp Duty Amount)

मुद्रांक विक्री बाबतची नोंद वही अनु क्रमांक/दिनांक

४००

दि.

१००/-

(Serial No./Date)

17 MAY 2018

मुद्रांक विकत घेणाऱ्याची सही

Stamp Purchaser's Sign/Date

परवानाधारक मुद्रांक विक्रेत्याची सही

व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण पत्ता

श्री लहू चव्हाण  
स्टॅम्प व्हेंडर

**MEMORANDUM OF UNDERSTANDING(MoU)**

**For**

**Quality Verification of Works under Jalyukt-ShiwarAbhiyaan (Programme), & Other  
Developmental Works in Pune District**

**Between**

**Sub Divisional Officer and Nodel Officer Jalyukt-ShiwarAbhiyaan  
Taluka Committee, Mulshi/Maval Dist. Pune**

**And**

**Principal, Bharti Vidyapeeth, College of Engineering, Lavale Dist. Pune**

**..... April - 2018**

**Name of Work :-Quality Verification of Works under Jalyukt-  
ShiwarAbhiyaan(Programme)& Other Developmental Works in Mulshi Tahshi Pune  
District.**

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**Memorandum of Under Standing(MoU)**

This MoU made at Sub Divisinal Officer Mulshi /Maval District, Pune, on this 27th Nov 2015 between the Collector & Chairman, Jalyukt-Shiwar Abhiyaan Taluka Committee, Pune (herein after referred to as "the Collector", which expression shall, unless it is repugant to the context or meaning thereof, include its successors and assigns)

of the **One Part** and  
Bharti Vidyapeeth , College of Engineering, Lavale Dist. Pune is an Government accredited Institute located at Lavale,Dist. Pune (hereinafter referred to as "Consulting Agency" or "the Agency " which expression shall, unless it is repugant to the context or meaning thereof, include its successors and assigns)

of the **Other Part**

**And whereas:**

- (1) The Tahasildar Mulshi, Pune, who is also a Nodal Officer of Jalyukt-Shiwar Abhiyaan Taluka Committee, Mulshi (Pune)
- (2) And Bharti Vidyapeeth, College of Engineering Lavale Dist. Pune is an Government accredited Institute

Both the organizations have agreed to work together on following activities:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

**1. Objective of the assignment:**

The objective of the consultancy study is to verify the quality of the works under Jalyukt-Shiwar Abhiyaan (hereafter referred or mentioned as Programme) in the Mulshi Tahsil Pune District. The different works are taken up under the Programme<sup>1</sup> such as

**Soil & Water Conservation Works** : Continuous Contour Trenching (CCT), Deep Continuous Contour Trenching (DCCT), Compartment Bunding, including Terracing - *Majagi*, Graded Bunds, Loose Boulder Bunds, Small Earthen Bunds, Earthen Structure, Gabion Structure, Cement Nalla Bunds (CNB), CNB in Chains, Farm Ponds, Micro Irrigations – Drip Irrigation System and Sprinklers Irrigation Sets, Nalla Deepening and / or straightening and / or widening, Desilting of storages (with Govt Funds & /or on Participatory basis), Repairs to Earthen Nalla Bund and to CNB etc.

**Works Related to Minor Irrigation Schemes (MIS)** : Pazar Tanks (PT), Kolhapur Type Weirs (KTW), Diversion Weirs (DW), Irrigation Well, Repairs to (i) Minor Irrigation Tanks, (ii) Storage Tanks (ST), (iii) KTW, (iv) PT, (v) Canal, Desilting of Storages of Minor Irrigation Schemes. Strengthening of Water Users Associations (WUAs) etc.

**Works Related to Forest Department** : Forest Tanks, Nursery, Tree Plantation etc.

**Water Supply Schemes/Works (WSS)** : Dug & Bore Well Recharging, Recharge Trench, Recharging Shaft, Nalla Linking. Water Distribution / Supply Scheme, Repairs to the WSS etc.

The Consulting Agency will evaluate selected projects/ works taken up under the Programme in Pune District

The Agency will evaluate the selected projects/works on Technical and Financial aspects.

**2. Methodology :**

1. **INITIAL LIST** : With the work/Job order, the Tahasildar Mulshi will provide to the Consulting Agency a list of all projects/works taken up in Mulshi Tahsil Pune District mentioned above, with following details:

- A. Name of Work/Project.
- B. Place/Location.
- C. Implementing Agencies details.
- D. Amount administratively sanctioned, amounts released under the Programme and Amounts paid to the contractors by Implementing Agencies.

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<sup>1</sup> These works are based on the list of 33 Works under Programme and some other works actually taken up under the Programme.

E. Present status.

F. A District Map showing all work/project site locations.

2. **SELECTION OF SITES TO BE VISITED** : Once the Consultancy Agency has the above details, the Agency will group the works cost-wise, and select the works/sites to be evaluated in the percentage/proportion given below. The percentage/proportion are applicable to works (mentioned below in the table) in a Taluka :

Work	Sites to be visited as Percentage of total sites in a Taluka.
<b>All works (i)Soil&amp; Water Conservation, (ii)MIS Works, and (iii)Forest Deptt Works, (iv)WSS Works.</b>	
<b>1). Up to Rs. 10.0 lakhs<sup>2</sup> (including)</b>	10 %
<b>2). Above Rs. 10.0 Lakhs up to 20.0 Lakhs(including)</b>	
<b>2.a). CNB</b>	All sites
<b>2.b). Other sites.</b>	All Sites
<b>3). Above Rs. 20.0 Lakhs</b>	All sites

Overall, the Consulting Agency will adopt following approach in selecting the sites :

a). Visit to Each Village : The Consultancy Agency will visit each village under the Programme in the Pune District. In other words, at least one work/project (within the selection given above) will be selected from each village under the Programme.

b). Importance to Works : First, the Agency will sort the list received from the Tahasildar Mulshi taluka- wise, and cost wise. And then apply the above percentage/proportion in selecting the works for evaluation. The Agency will take care to select at least one work of different types from each Village Due to this, the taluka -wise sites may exceed to some extent above the applicable percentage/proportion, mentioned above.

c). Completed Works : Completed works will be visited on priority.

In view of the nature of the works, spread-up of the area, construction stage, expectation/need to cover all villages, type of works etc., the random sampling will not suite to the selection of sites/works/projects to be visited.

Once the list of works to be evaluated, is finalized, the Agency will present the same to the Tahasildar Mulshi and discuss the same with him.

<sup>2</sup>These are the administratively approved amounts.

3. DATA REQUIRED FOR EACH WORK/PROJECT SITE TO BE VISITED : The Agency will request the Implementing Agencies through the Collector, to provide photo copies of following documents for each selected work/project for the evaluation of quality, under the Programme :

- A. Order of Administrative Approval.
- B. Survey/Investigation details, Design notes (if any), Plans & Estimates and the Technical sanction for the same.
- C. Work order to the contractor and details of the “Defect Liability Period”, extension granted for the period for the completion of construction etc.
- D. Work order book, important letters, demands etc.
- E. Letters regarding Material Testing, and Test results<sup>3</sup>, rejection etc.
- F. Photographic data, if any.
- G. Copies of the all bills, saving & excess statement, nothings of total payment including release of the retention amounts, completion certificate etc.
- H. Other correspondence regarding the work such as Inspection Notes & compliance; if any, Objections/Complaints; if any, Changes made in the Components of the works/projects, approval to the same etc.

This is the initial list for documents, which will be updated by the Consulting Agency, as the evaluation work progresses. These documents can be given in lots of works/projects by the Implementing Agency, which can be decided from time to time in the meetings between the Tahasildar &/or and the Implementing Agencies and the Consulting Agency.

Following are the other documents, which the Consulting Agency will require from the Implementing Agencies in due course of the assignment:

- A. Soft copy of the typical tender document for different type of works.
- B. Set of Specifications applicable for different type of works.
- C. Files of Govt. and Implementing Agencies’ orders, circular, regarding designs, construction procedures etc.

The Consultancy Agency will finalize the set of its data collection tools for the projects. The tool will be designed considering various types of work and their requirement.

4. SITE VISIT PROGRAMME : Once the Consultancy Agency has above data, it will chalk out the programme for site visits, which will depend on various factors already mentioned in this section above at “2.2”, and also on other factors such as (i) construction stage of

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<sup>3</sup>The material and mixture testing etc. will be carried out by the Implementing Agency, as per the procedure set and/or as given in the tender documents, and/or manuals and/or as per the various standards applicable. The Consultancy Agency will not carry out any actual testing of material and mixtures etc.

work, (ii) total works in the village and surrounding area, (iii) season/weather condition etc.

- A. The Consultancy Agency will study the project/work files of Implementing Agencies on the background of the photocopies already provided by Implementing Agencies. Such study will be done before the actual visit. If any additional documents will be required from the files, it will request the Implementing Agency after the study. These files will be returned to Implementing Agency, after the site visit.
- B. For site visit, the Implementing Agency will direct the concerned Sectional/Assistant Engineers to accompany the team of Consultancy Agency. However, if he is busy, other knowledgeable member of the concerned sub-Division should accompany the Agency during the site visit. Such other member may be Engineer, Civil Engineering Assistant, *Mile Karkoon*, draughtsman, tracer etc. or on similar post/s in the other departments.

### 5. OTHERS

- A. The Consultancy Agency will deploy the team of trained man power for visit and inspect the works.
- B. The Consultancy Agency will tabulate the observations for all works for various items.
- C. The Consultancy Agency will present a consolidated report for all projects together. The report will cover various aspects Technical Financial and Training needs of the project staff<sup>4</sup>.
- D. The whole purpose of exercise is to focus attention on outcomes instead of outputs.
- E. Timely completion of the assignment depends on timely availability of (a) documents from the Implementing Agencies and (b) availability of officers to show the sites.

### 3. Output:

The Consultancy Agency will present a consolidated report for all works/projects together. The report will cover various aspects Technical Financial and Training needs of the project staff.

The Consultancy Agency will make available three hard copies of the report in English<sup>5</sup>, with equal no. of Executive Summary in Marathi as well as in English. The Executive

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<sup>4</sup>This will be based on the discussions on the site with the field officers.

Summary will be a single report covering comments in general on all type of works for all talukas together.  
The work/project-wise photos will be given on a CD which will be the part of the report.  
A soft copy of the report will also be made available on CD.

Necessary presentations will be made to the Collector. To the possible extent, the main part of the presentation will be in Marathi, except technical issues.

**4. Responsibilities of the (i) Tahasildar Mulshi as a Nodal Officer, Jalyukt - ShiwarAbhiyaan Taluka Committee, Mulshi ; (ii)Implementing Agencies and (iii) the Consultancy Agency :**

As mentioned in Methodology, making available in time, various lists and documents by various Implementing Agencies is the prime responsibility of the two units/agencies mentioned at (i) & (ii) above, for smooth completion of the assignment. And after getting the documents and Implementing Agencies 'Personnel for site visits, completing notes on works/projects accordingly (and subsequently the Evaluation Report) are the responsibility of the Consultancy Agency.

**5. Total Fee/Consultancy Fees & Mode of Payments for the Study:**

The Consultancy Agencies fees for the assignment under this MoU will be 0.35 percent (point fifty five percent only) of the sanctioned amount of the projects/works or the cost as per execution whichever is higher. This rate will be valid for the period from 01.06.2015 to 31.05.2016. These fees do not include the costs incurred on the laboratory tests etc., which will be reimbursed by the Tahasildar Mulshi to the Consultancy Agency, on receipt of the claim. For the projects/works for which more than one visit is desired, the fee will be worked out on the basis of above percentage for each visit separately.

The above fees will be applicable, for any new list of works/projects having the combination/proportion of small and big works, similar to that one being considered for the Programme.

No taxes are included in fees of the Consultancy Agency, so taxes such as service tax etc. will be charged in the Agencies bills as per the prevailing norms/rates etc. The Agency will claim the all taxes in its last bill.

All the payments will be made to the Consultancy Agency by the Tahasildar Mulshi within a fortnight from the date of the bill.

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<sup>5</sup> Original documents of the works/projects (such as design, plans & estimates, specifications, tender documents etc.) are English. So the main report of the Consultancy Agency will be in English.

**6. Force Majeure:**

It will not be treated as default in performance of the obligations under this agreement if such performance is prevented or delayed by events such as, but not limited to war, hostilities, revolutions, riots, civil commotion, strikes, lockouts, conflagration, epidemics, accidents, fire, wind, floods, droughts, earthquake or because of any other cause beyond the reasonable control of the parties affected, provided notice in writing of any such cause (with necessary evidence/documents etc) that the obligations under the MoU is affected or prevented or delayed is given within 30 days from the happening for the event and in case it is not possible to serve the notice within the said 30 days period, then within the shortest possible period without delay.

As soon as the cause for Force Majeure is removed, the party whose ability to perform its obligation has been affected will notify the other of such cessation of the actual delay incurred thereof. From the date of occurrence of a case of force majeure, obligations of the party affected shall be suspended during the continuance of any liability so caused, until the cause itself and the liability resulting there have been removed and the agreed time of completion of the respective obligations under this contract shall stand extended by a period equal to period of delay occasioned by such events.

Should one or both parties be prevented from fulfilling the contractual obligations by a state of force majeure lasting for a period of six months or more, than the two parties shall consult each other and decide regarding the future execution of this MoU/contract.

**7. Termination of Services :**

The Tahasildar Mulshi reserves the right to terminate this MoU/Agreement with one month's prior notice. In such case, fees/amount payable to Consulatncy Agency shall be determined on the basis of completed work. No other claims from the Agency will be entertained by the Tahasildar Mulshi and the decision of the Tahasildar Mulshi on the consultation fees shall be final and binding on Consulatncy Agency.

**8. Arbitration :**

In case of any dispute in execution of the work, or interpretation of any conditions of the MoU, the parties can mutually decide to appoint an Arbitrator under the provisions of Arbitration & Conciliation Act 1996, and the decision of the Arbitrator shall be final and binding on both the parties.

**9. Property of the Collector:**

All documents and reports prepared and delivered to the Tahasildar Mulshi under this MoU while rendering the Services shall become the property of the Collector. The



Institute will in no way be liable to any defect, damage or loss thereof, once the same has been delivered to the Tahasildar Mulshi by the Consultancy Agency.

**10. Confidentiality:**

All documents and reports prepared and delivered to the Tahasildar Mulshi under this agreement shall be treated as confidential.

**11. Amendments to Agreement:**

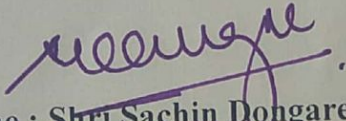
Any amendment to extension of this MoU, in order to be valid, will be in writing and signed by all parties hereto.

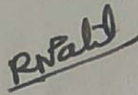
IN WITNESS WHEREOF, the parties hereto have caused this MoU/Agreement to be executed the day and year first hereinabove mentioned.

**For and Behalf of :**

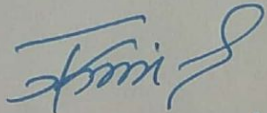
The Tahasildar Mulshi  
& Nodal Officer, Jalyukt-Shiwar Abhiyaan  
Taluka Committee, Mulshi Dist. Pune  
Signature :

Principal, Bharti Vidyapeeth,  
College of Engineering Lavale  
Dist . Pune  
Signature :

  
Name : Shri Sachin Dongare  
Designation: Tahasildar Mulshi Dist. -Pune.

  
Name :  
Designation : Principal  
COLLEGE OF ENGINEERING, LAVALE  
Tal-Mulshi, Dist. Pune

**WITNESS**

1.   
(G.K. Tambe)  
TAD mulshi

2.

